



JOHN L. SCOTT, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169
A Tradition of Service



September 16, 2014

The Honorable Board of Supervisors
 County of Los Angeles
 383 Kenneth Hahn Hall of Administration
 Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
 COUNTY OF LOS ANGELES

41 September 16, 2014

Sachi A. Hamai
 SACHI A. HAMAI
 EXECUTIVE OFFICER

**APPROVE SOLE SOURCE AMENDMENT NUMBER 18 TO AGREEMENT NUMBER 71792 WITH
 NORMAN L. FOGEL FOR CONTINUED MOBILE DIGITAL COMMUNICATIONS SYSTEM
 CONSULTANT SERVICES
 (ALL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
 DISAPPROVE ()**

SUBJECT

The Los Angeles County Sheriff's Department (Department) is seeking the Board's approval and execution of Amendment Number 18 (Amendment) to Agreement Number 71792 (Agreement) with Norman L. Fogel (Contractor). The Amendment will extend the term of the current Agreement for a period of two years plus three one-year term extension options to allow for continued consulting and technical support services (Services). The current Agreement with the Contractor will expire on September 30, 2014. This extension period will enable the Department to transition smoothly from the existing Computer-Aided Dispatch (CAD) subsystem to a replacement CAD subsystem. The Amendment will also engage the Contractor to assist in the testing of the interface between the Department's Console Switching System (CSS) and the CAD subsystem. The Contractor's hourly rate will increase from \$100 to \$125.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman of the Board to sign the attached Sole Source Amendment to allow the Contractor to continue providing Services for the Department's CAD subsystem of the Mobile Digital Communications System (MDCS). The proposed Amendment extends the Agreement for a period of two years, from October 1, 2014, through September 30, 2016. The Amendment

provides for an option to extend the term of the Agreement for three additional one-year periods, for a total amendment cost not to exceed \$600,000.

2. Delegate authority to the Sheriff, or his designee, to: (1) execute Change Notices and Amendments to the Agreement as set forth throughout the Agreement with prior notice to the Los Angeles County (County) Chief Information Officer (CIO); (2) modify the Agreement to include new or revised standard County contract provisions adopted by the Board as required on occasion, including all applicable documents; and (3) execute any of the extension options above with prior notice to the CIO.

3. Approve an increase to the Contractor's hourly rate from \$100 to \$125, effective October 1, 2014.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the Contractor to continue providing Services for the CAD subsystem of the MDCS and assist with the testing of the interface between the Department's CSS and CAD subsystems. The MDCS functions as the command and control communication system for the Department's field operations.

Implementation of Strategic Plan Goals

The Services provided under the proposed Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness/Fiscal Sustainability, by ensuring the continued operation of the MDCS, which is the command and control communication system used by the Department.

FISCAL IMPACT/FINANCING

The Department has identified funding in its Fiscal Year 2014-15 budget for this Amendment. Effective October 1, 2014, the Maximum Contract Sum shall not exceed \$120,000 annually (\$125 per hour/960 maximum hours). The Department will continue to allocate the funds required to continue these Services throughout the term of the Agreement. The Maximum Contract Sum for this Amendment including all extensions shall not exceed \$600,000. This Amendment increases the Contractor's hourly rate for Services from \$100 to \$125 per hour, effective October 1, 2014. The Contractor has not had an increase in the hourly rate of compensation since 2008.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The MDCS is a CAD system that interfaces with vehicle-based mobile digital terminals, mobile digital computers, the 65 channel Ultra High Frequency radio system, the emergency 911 telephone system, and State and County law enforcement databases. The hardware configuration consists of a central host computer network using legacy Hewlett Packard hardware connected with 22 Department station computers located throughout the County. The system is unique and custom designed to meet the Department's specific requirements.

CONTRACTING PROCESS

The Contractor has been providing Services for the Department since 1998 through an Agreement executed by the Board on September 29, 1998. The Contractor has continued to provide Services for the Department's CAD subsystem initially as an employee of Planning Research Corporation,

Incorporated and now as a Contractor for the Department. The Contractor's skill-set, knowledge, and years of supporting the Department's CAD subsystem make him the best qualified and most capable Contractor to provide the necessary Services.

Currently the Department does not have personnel with the required knowledge base, programming skills, and training to provide and maintain the Services required, due to the overall complexity of the software and the numerous interfaces associated with the Department's legacy CAD subsystem. Due to the complex and now arcane language of CAD subsystem, and the significant learning curve to fully support and maintain the CAD subsystem, it is in the best interest of the Department and the County to continue Services with the Contractor. The Contractor's current Agreement expires on September 30, 2014.

County Counsel has reviewed and approved the Amendment as to form.

The CIO has reviewed and recommends approval of the Amendment (CIO Analysis Attachment I).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

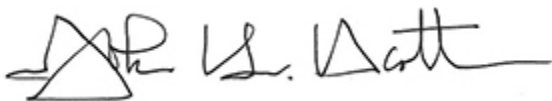
Approval of these actions will ensure the continued operation of the Department's communications dispatch system to enable field operations to perform legally mandated responsibilities more efficiently, accurately, and expeditiously.

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Should additional information be requested, your staff may contact Contracts Manager Angelo Faiella, Contracts Unit, at (323) 526-5183.

Sincerely,



JOHN L. SCOTT
Sheriff



RICHARD SANCHEZ
Chief Information Officer

JLS:IS:is

Enclosures

**AMENDMENT NUMBER 18
TO
AGREEMENT NUMBER 71792
FOR MOBILE DIGITAL COMMUNICATIONS SYSTEM
DATA PROCESSING CONSULTANT SERVICES**

This Amendment Number 18 ("Amendment") to Agreement Number 71792 ("Agreement") is entered into by the County of Los Angeles ("County") and Norman L. Fogel ("Contractor"), effective upon execution by both parties.

- A. WHEREAS, on October 1, 1998, County and Contractor entered into the Agreement to provide Data Processing Consultant Services for the Computer Aided Dispatch ("CAD") subsystem of the Mobile Digital Communications System ("MDCS") for the Los Angeles County Sheriff's Department ("Department"); and
- B. WHEREAS, on December 2, 2008, the County Board of Supervisors approved a long-term extension of the Agreement, authorized Sheriff to exercise extension options, and increased the Contractor's hourly rate to \$100; and
- C. WHEREAS, County does not have the technical staff with the skills and expertise required to maintain CAD, nor provide technical assistance in the CAD subsystem replacement project; and
- E. WHEREAS, County and Contractor desire to modify the Agreement to extend the term of the Agreement for continued consulting services and technical support; provide subject-matter expert services in the field of CAD for the Department's CAD subsystem replacement project; provide assistance with the testing of the interface between the Department's Console Switching System ("CSS") and CAD; and increase Contractor's all-inclusive hourly rate for services from \$100 per hour to \$125 per hour; and
- F. WHEREAS, the Agreement currently expires on September 30, 2014; and
- G. WHEREAS, County and Contractor agree to 1) extend the term of the Agreement for a period of two (2) years, plus three (3) one-year option period; 2) add the County-mandated language regarding the Contractor Alert Reporting Database ("CARD"); 3) modify Exhibit A (Statement of Work) to add work requirements; and 4) increase the Contractor's all-inclusive hourly rate from \$100 to \$125.

NOW THEREFORE, in consideration of the foregoing recitals, all of which are incorporated as part of this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereby agree as follows:

1. Section 3.0 (Period of Performance) of the Agreement shall be deleted in its entirety and replaced as follows to extend the Term of the Agreement from October 1, 2014 through September 30, 2016:

3.0 PERIOD OF PERFORMANCE

- 3.1 The Term of this Agreement shall be from October 1, 1998 through September 30, 2016 (the "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided herein.
- 3.2 The County has the option, at the Sheriff's discretion, to extend the Term of this Agreement for up to three (3) additional one-year periods (each an "Option Term"), which shall be exercised one (1) year at a time if so elected, provided that if County elects not to exercise any of its Option Terms at the end of the Initial Term or any Option Term, as the case may be, the remaining Option Terms shall lapse. All such Option Term extensions shall be in the form of a written Amendment executed by the Sheriff and Contractor. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be.
- 3.3 Contractor shall notify County Project Manager and County Project Director when the Initial Term, or when each Option Term, as the case may be, is within six (6) months from the expiration of the Initial Term, or such Option Term, as the case may be, as provided for in this Section 3.0 (Period of Performance).
- 3.4 County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise an Option Term extension of the Agreement.

2. Section 5.0 (Price and Contract Sum), Subsection 5.1 is hereby amended to read as follows to update the all-inclusive rate per hour:

- 5.1 Effective October 1, 2014, Contractor shall invoice Sheriff for actual consultant hours worked during each invoice period, at the all-inclusive rate of \$125.00 per hour, not to exceed 960 hours per year. The total Agreement amount for Amendment Number 18 only, including all extensions, shall not exceed \$600,000.

3. Section 5.0 (Price and Contract Sum), Subsection 5.2 only shall be deleted in its entirety and replaced as follows to increase the maximum Agreement sum:

- 5.2 The total Agreement amount for all time periods, including any and all extensions, shall not exceed the maximum Agreement amount of \$2,301,480. There is no guarantee that the maximum amount of \$2,301,480 will be paid during the Term of this Agreement. No out-of-pocket expenses are covered in this Agreement.
4. Section 6.0 (Invoices), Subsection 6.4 only is deleted in its entirety and replaced in its entirety as follows:
- 6.4 Invoices shall be submitted to:
- Peggy Sun
Communications and Fleet Management Bureau
1277 North Eastern Avenue
Los Angeles, California 90063
5. Section 2.0 (Responsibilities) of Exhibit A (Statement of Work) of the Agreement is amended as follows to add Subsections 2.3 and 2.4 as follows:
- 2.3 Contractor shall, at the direction of the County Project Manager, work with Sheriff on the configuration, testing, and implementation of the CAD Subsystem software for the new Console Switching System ("CSS"), and the various other interfaces with the new CSS.
- 2.3.1 Contractor shall test the CAD Subsystem as requested by the County Project Manager during the three phases of the CSS project which include:
- a. Phase 1 – Development
b. Phase 2 – Testing
c. Phase 3 – Implementation
- 2.3.2 Contractor shall report to County Project Manager both verbally and via electronic mail on the progress of the testing of the CAD Subsystem software and its interface with the CSS during all three phases.
- 2.3.3 Contractor shall not make any modifications to the CAD Subsystem software during the development, testing, and implementation phases of the CSS interface ONLY as it relates to the CSS interface. Contractor shall continue to make all other modifications to the CAD Subsystem software as required under this Agreement.
- 2.4 Contractor shall assist Sheriff with the Sheriff's CAD Subsystem

replacement project.

2.4.1 Contractor shall attend meetings with Sheriff personnel as a Subject Matter Expert ("SME") for the Sheriff's CAD Subsystem.

2.4.2 Contractor shall answer questions on the Sheriff's CAD Subsystem software as a technical SME during the requirements study for a replacement CAD Subsystem.

6. Exhibit B (Price Sheet) of the Agreement is deleted in its entirety and replaced with the attached revised Exhibit B (Price Sheet) to increase the Contractor's all-inclusive hourly rate from \$100 to \$125, effective October 1, 2014.
7. Contractor represents and warrants that the person executing this Amendment Number 18 for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment Number 18, and that all requirements of Contractor have been fulfilled to provide such actual authority.
8. Except as expressly provided in this Amendment Number 18, all other provisions, terms, and conditions of the Agreement will remain the same and in full force and effect.

**AMENDMENT NUMBER 18
TO
AGREEMENT NUMBER 71792
FOR MOBILE DIGITAL COMMUNICATIONS SYSTEM
DATA PROCESSING CONSULTANT SERVICES**

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number 18 to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number 18 to be duly executed on its behalf by its authorized officer.



ATTEST:
SACHI A. HAMAI
Executive Officer
Los Angeles County
Board of Supervisors

By: [Signature]
Deputy

SEP 16 2014

COUNTY OF LOS ANGELES

By: [Signature]
Chairman, Board of Supervisors

hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: [Signature]
Deputy

NORMAN L. FOGEL

Signed: [Signature]

Printed: Norman L. Fogel

APPROVED AS TO FORM:
RICHARD D. WEISS
Acting County Counsel

By: [Signature]
Michele Jackson
Senior Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS

41 SEP 16 2014

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER

71792
Supplement No. 2

EXHIBIT B

PRICE SHEET

AMENDMENT NUMBER 18 TO AGREEMENT NO. 71792

**SERVICE: DATA PROCESSING CONSULTANT FOR
MOBILE DIGITAL COMMUNICATIONS SYSTEM (MDCS)**

For Agreement extension effective as of October 1, 2014

Consultant hourly rate: \$125 per hour

Maximum amendment price based on above hourly rate:

\$125 per hour x 960 maximum hours	=	\$120,000 Year One
\$125 per hour x 960 maximum hours	=	\$120,000 Year Two
\$125 per hour x 960 maximum hours	=	\$120,000 Option Year One
\$125 per hour x 960 maximum hours	=	\$120,000 Option Year Two
\$125 per hour x 960 maximum hours	=	\$120,000 Option Year Three
Maximum Amendment No. 18 Cost	=	\$ 600,000



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CA 14-19

DATE:

7/25/14

SUBJECT:

APPROVE SOLE SOURCE AMENDMENT NUMBER 18 TO AGREEMENT NUMBER 71792 WITH NORMAN L. FOGEL FOR CONTINUED MOBILE DIGITAL COMMUNICATIONS SYSTEM CONSULTANT SERVICES

RECOMMENDATION:

☒ Approve☐ Approve with Modification☐ Disapprove

CONTRACT TYPE:

☐ New Contract☒ Sole Source☒ Amendment No. 18 to Agreement #: 71792☐ Other: Describe contract type.

CONTRACT COMPONENTS:

☐ Software☐ Hardware☐ Telecommunications☒ Professional Services

SUMMARY:

Department Executive Sponsor: John L. Scott, Sheriff

Description: The Los Angeles County Sheriff's Department (Department) is requesting approval of Amendment Number 18 with Norman L. Fogel to allow for continued maintenance and support (Services) of the Computer Aided Dispatch (CAD) system.

Amendment Amount: \$600,000 Funding Source: Sheriff's Fiscal Year (FY) 2014-15
Operating Budget

☐ Legislative or Regulatory Mandate☐ Subvened/Grant Funded: N/A

**Strategic and
Business
Analysis**

PROJECT GOALS AND OBJECTIVES:

Under the proposed Amendment, the Department will receive continued maintenance services and ongoing support for the CAD system for an additional five years, while they proceed with a solicitation to replace the current system.

Advanced notification of intent to enter into negotiations for a Sole Source Agreement was sent to the Board on July 28, 2014.

BUSINESS DRIVERS:

The CAD system is part of the Mobile Digital Communications System (MDCS), which is the lifeline for dispatching and handling calls-for-service for the Department, including 911. Emergency and routine calls are managed by the CAD system for all of the unincorporated areas, as well as contract cities on a 24/7 basis. The CAD system also provides billing information for contract cities

and inmate counts of pick-up and drop-off information for all jail transportation buses.

The current CAD system has been in use since 1989 with significant repairs and enhancements. From 1989 to 1998, these repairs and enhancements were provided by Northrop Grumman (then Planning Research Corporation/Public Management Services, Inc. (PRC/PMS) staff that included Norm L. Fogel (Fogel). Since 1998 these repairs and enhancements have been provided solely by Fogel under the Agreement. Fogel has the intricate knowledge to maintain and enhance the CAD system software because he was directly involved with the initial build, testing, installation, and customization of the CAD system the Department is using.

PROJECT ORGANIZATION:

The Sheriff's Technical Services Division is driving this project programmatically. The project has dedicated a Commander and an Information Technology Specialist II assigned as the project manager who will be managing the ongoing operation of this project.

PERFORMANCE METRICS:

The Agreement includes a Service Level Agreement identifying metrics for the Services.

STRATEGIC AND BUSINESS ALIGNMENT:

The Services provided under the proposed Amendment support the County's Strategic Plan, Goal 1, Operational Effectiveness, and Goal 8, Public Safety by ensuring that dispatch service delivery systems are responsive.

PROJECT APPROACH:

Fogel is the sole provider of maintenance and support services for the proprietary CAD system. In the event, during any time of Fogel's contract, he no longer is able to fulfill his obligations outlined in his contract, the Department will execute the following contingency plan:

- The legacy CAD system will be frozen, and no updates, modifications, or additions will be implemented.
- Peggy Sun will take over as lead for the legacy CAD system, as well as continue providing input as a Subject Matter Expert (SME) during both phases of the new CAD system.
- The Department does not expect a high-volume of troubleshooting issues to arise nor will there be any modifications done to the underlying code of the CAD system.

With the above plan in place, this would limit the Department's risk to software failures and its ability to respond to advanced software issues. The Department

already has a contract with a third-party vendor who provides maintenance and troubleshooting on the legacy CAD hardware. This contract will remain in place until all of the legacy CAD hardware is decommissioned and salvaged. The additional support years will enable the Department to explore the industry for new technology with more capabilities. Once the new CAD system has been fully implemented, and the legacy CAD system has been decommissioned, the time and materials contract with the vendor will be terminated.

ALTERNATIVES ANALYZED:



The Department has recently released a Request for Proposal (RFP) for a consultant to perform a requirement study and develop an RFP to replace the CAD system. The Department anticipates having a consultant on board by December 2014. The requirement study, and solicitation for a new CAD solution is anticipated to take approximately 14-18 months to complete (Phase 1). The implementation of the new CAD system (Phase 2) is expected to take another 24 to 36 months. The new CAD project is expected to impact all front-line operations of the Department during its implementation and deploying period due to the scope of the CAD system. The Department will assemble a team to assist the consultant with the requirements study and assist the vendor with the implementation of the new CAD system. In the interim, the Department has assigned an Information Technology Specialist II to manage the project and assist as SME for both phases of the project implementation. The new project manager has previously worked with Fogel on the legacy CAD system for approximately ten years and will continue to work with Fogel to complete the knowledge transfer.

***Technical
Analysis***

ANALYSIS OF PROPOSED IT SOLUTION:

The MDCS functions as the command and control communications system for the Department's field operation divisions and Transportation Bureau. MDCS is a fault tolerant computer-aided dispatch system that interfaces with vehicular-based mobile digital terminals (MDTs) and mobile digital computers (MDCs). CAD application utilizes a message switching system that supports transaction processing. This software combination operates under the control of the HP NonStop operating system, a message-oriented operating system. The transaction processing software is written in Tandem's Transaction Application Language (TAL).

The system has multiple levels of fallback to assure system availability. The system maintains an availability rate of over 99% including downtime for routine maintenance.

Financial Analysis	<p>BUDGET:</p> <p>CONTRACT COST</p> <p>Services \$ 125 x 960 hrs/yr x 5 yrs = \$600,000</p> <p>Ongoing annual cost:</p> <p>Hardware \$ 93,000 (HP/Tandem Hardware Support)</p> <p>Software \$ 1,832,000 (HP Software Licenses)</p> <p>Services..... \$ 120,000 (Norm Fogel Consulting Service)</p> <p>* County staff (existing)..... \$ 482,716</p> <p>Sub-total ongoing annual cost: \$ 2,527,716</p> <p>Other County costs:</p> <p>**One-time cost:</p> <p>..... \$ 58,800,000</p> <p>Sub-total one-time County cost: \$ 58,800,000</p> <p>Total one-time cost: \$ 58,800,000</p> <p>Total ongoing annual cost: \$ 2,527,716</p> <p>* Existing County staff:</p> <p>Information Technology Specialist II (1)</p> <p>Sergeant (1)</p> <p>Senior Information Systems Analyst (1)</p> <p>Computer Operator Specialist (1)</p> <p>** One-time cost includes: Hardware, software, microwave and network infrastructure, total invested since the project began in 1986.</p>
Risk Analysis	<p>RISK MITIGATION:</p> <ol style="list-style-type: none"> 1. The risk increases with time, if Fogel is no longer available to provide support for this legacy system. The implementation of new system is approximately 4 years away. However, the Department has assigned a dedicated IT project manager with CAD experience to minimize the risk. 2. The Chief Information Security Officer (CISO) reviewed the Amendment and did not identify any IT security or privacy-related issues.
CIO Approval	<p>PREPARED BY:</p> <p> <u>9-3-14</u></p> <p>Fred Nazarbegian, Sr. Associate CIO Date</p> <p>APPROVED:</p> <p> <u>9-3-14</u></p> <p>Richard Sanchez, County Chief Information Officer Date</p>

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>